

Niederthai Card General Terms of Use

1. Scope:

Ötztal Tourismus is the organizing entity of the Niederthai Card guest card (hereinafter also referred to as guest card). These current terms and conditions of use apply to the receipt or purchase, the issuing and the use of the guest card. On the basis of these general terms of use, the (lawful) holder of the guest card is entitled to take advantage of several services provided by independent "service partners" (ski lifts, cross-country skiing taster course, etc.) free of charge.

2. Purchase or receipt of the Guest Card:

The requirements for the purchase or receipt of the guest card must be checked by the guest himself prior to arrival and on his own responsibility. The guest has no legal right to receive a guest card or to possess a guest card.

All officially registered guests subject to the resort tax, staying at one of the Niederthai Card partner accommodations, receive the Niederthai Card.

3. Validity:

The Niederthai Card is seasonal and can be used between 01.12.2020 and 11.04.2021. The Niederthai Card is valid for the duration of the officially registered stay, subject to the resort tax, at a Niederthai Card partner accommodation; Day of arrival and day of departure are included.

4. Range of Services:

4.1 The guest card is organized by Ötztal Tourismus within the scope of its statutory duties in accordance with §3 of the Tirolean Tourism Law. The associated amenities included in the guest are not part of the travel service booked by the guest.

4.2 On presentation of the guest card, the (lawful) holder of the guest card is entitled to take advantage of several services provided by independent "service partners" (ski lifts, cross-country skiing taster course, etc.) free of charge during the validity period of the guest card. In the course of the organization of the guest card, Ötztal Tourismus provides only the technical and organizational means in order to offer the guest card holder the possibility to consume free services directly with the service providers in an

uncomplicated way. If the guest makes use of any services, this use (even on presentation of the guest card) is always and directly subject to an independent contractual relationship between the guest and the service provider. In each case the general terms and conditions as well as all additional contractual terms of the service provider apply. Concerning this, Ötztal Tourismus is not a contracting party and is not liable for the performance of the contract, nor for any damages incurred to the guest or other third parties arising from this contract.

- 4.3** The detailed scope of services (available services) results from the respectively current folder belonging to the guest card as well as the supplementary notices or individual service descriptions based on the guest card. In general, the seasonal opening times and operating hours of individual service providers have to be checked. The range of services can be severely limited particularly during off-peak season times. Sometimes the services included in the guest card can be used only in a limited way in terms of the location (for example: only certain facilities are in operation) or quantity (for example: only one-time admission, limited capacity). See folder.

The guest card services described in the separate folder are provided to the guest as a comprehensive package which, however, may be limited in the short term or must be adapted in the longer term due to various factors (for example: discontinued service of a provider, inclement weather conditions). If services cannot be used by the guest it will not result in any replacement or reduction claims made by the guest.

5. Use of the Guest Card:

- 5.1.** The guest card is not transferable. The name of the guest is printed on the card for visual inspection. The guest card holder is obliged to present a valid photo ID when using the services, on the basis of which the identity of the person can be checked if necessary. Services cannot be used without guest card and/or valid photo ID. There is no refund.
- 5.2.** In case of misuse (for example: passing on to other persons) the guest card will be confiscated and immediately locked by the service provider or Ötztal Tourismus. It will be reported to the Police and no further services can be used - without any reimbursement.
- 5.3.** In general there are no further discounts, reductions or redeemable vouchers when using the guest card.

6. Refund:

In case of non-use of services included in the guest card, no refund will be made. There is no cash alternative offered.

7. Lost/Defective Guest Card:

A lost/defective guest card must be reported by the holder immediately. The lost/defective guest card is then locked and the guest receives a new guest card on presentation of the proof of purchase; The previously used services are transferred to the new card.

8. Data Privacy:

In the course of the issuing process and use of the guest card, several data processing operations take place in relation to the personal data of guest card holders. For more details please refer to the currently valid privacy policy of Ötztal Tourismus (<https://www.oetztal.com/datenschutzrichtlinien>). Please note that under certain circumstances also the service providers as independently responsible partners process your personal data.

Umhausen, 12th October 2020